



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. CIP	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
County Department			Dept.	Orgn.	Contractor's License No.		
Architecture & Engineering			CIP	CIP			
County Department Contract Representative			Telephone		Total Contract Amount		
Ken Taylor			387-5058		Not To Exceed \$250,000/year		
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
				\$750,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
CJV	CIP	CIP	430				
Project Name			Estimated Payment Total by Fiscal Year				
Construction and Project			FY	Amount	I/D	FY	Amount
Management Services			05	250,000	I		
for the A&E Department			06	250,000	I		
			07	250,000	I		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Harris & Associates

hereinafter called Consultant

Address

17140 Bernardo Center Dr., Ste. 212

San Diego, CA 92128-2093

Telephone

858-674-5552

Federal ID No. or Social Security No.

94-2385238

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. THE PROJECT

1.1 Scope of Work

County does hereby engage Consultant to perform for the County under the terms and conditions in this Contract all consultant services relative to Construction and Project Management Services for the Architecture & Engineering Department per the County's Request for Proposals dated January 29, 2004, including Addendum No. 1, and Appendix A, Consultant Scope of Work (the Project). The Consultant Scope of Work shall be incorporated into this Contract in its entirety. (See Appendix A, Consultant Scope of Work.) Consultant shall not perform any services not specifically provided for in this Contract, including Appendix A, Consultant Scope of Work, without prior approval of County.

1.2 Budget

The Budget as determined by the County shall not exceed \$250,000 per year or a total aggregate amount of \$750,000 through the life of this Contract subject to any amendments.

1.3 Schedule of Services

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

The Consultant shall perform services customarily and typically rendered in the field of project and construction management to affect all necessary and requested tasks as assigned including but not limited to those services as outlined in Section 3 of this Contract and shall duly perform those tasks as diligently as practical, to the reasonable and satisfactory expectation of the County and as agreed upon in a written purchase order issued by the County for each occurrence.

1.4 Consultant's Fee

- a. The County agrees to pay the Consultant, based on the fee schedule submitted with their proposal, made a part of this Contract as Appendix B, Fee Schedule, and the actual work performed as requested and approved by the County through a County issued purchase order. Total Contract amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per fiscal year or an aggregate total amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for the three-year term of this Contract. Consultant shall be paid based on Article 4 - Compensation Section of this Contract and the attached fee schedule (Appendix B, Fee Schedule).
- b. If the County terminates this Contract at any time prior to the completion of any phase, the Adjusted Consultant's fee will be determined based on the actual work completed in that phase. If Consultant is working on multiple phases simultaneously, payment shall be made based on percentage of work completed on each individual phase.
- c. If the scope of an issued work order is revised (either increased or decreased), the fee shall be revised by negotiation between the County and Consultant before the revised work is performed. No additional work will be paid for by the County without prior written authorization and the total fee mutually agreed upon in advance.
- d. If County fails to authorize Consultant to proceed with any portion of this Contract for a period of six months beyond the normal time to proceed with such portion, except as described in Article 10, Termination or Suspension of Contract, County and Consultant shall renegotiate Consultant's fees under this Contract. If no agreement can be reached, this Contract shall be terminated under the provisions of Article 10, Termination or Suspension of Contract.

ARTICLE 2. DEFINITIONS

- 2.1 Appropriate Authorities - Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Approved Final Construction Cost Estimate – The estimate of construction cost approved by the County at the time the completed drawings, details, specifications
- 2.3 Architecture & Engineering Department (or Department) - The Department of the County authorized by the Board to administer this Contract.
- 2.4 Board - Board of Supervisors of the County of San Bernardino.
- 2.5 Construction Budget - Funding in place, for the complete construction of the Project, as established by the County.
- 2.6 Consultant - Entity hired by County, based on competence and related experience, to perform work described herein.
- 2.7 Construction Contract – A contract prepared by the County and approved by the Board with a responsible contractor to perform the actual construction of the Project.

- 2.8 Construction Contract Documents - The Construction Contract and all Project documents designated in the Construction Contract as part of the Construction Contract, including working drawings, addenda, specifications, general conditions and special conditions of the Construction Contract.
- 2.9 Construction Documents – All services relative to drawings, specifications, estimates, and other data.
- 2.10 County - The County of San Bernardino, and its authorized representatives.
- 2.11 Director – Director of the Architecture & Engineering Department, County of San Bernardino.
- 2.12 Project Construction Cost Estimate - The Consultant's dated, itemized estimate, including the Itemized Categories of Work, of the entire Project's current cost, escalated to the proposed mid point of construction.
- 2.13 Project Consultant - Person, designated by Consultant and approved by County, responsible for Consultant's work.
- 2.14 Project Manager - The County Employee, designated by the Director, responsible for the administration of this Contract.

ARTICLE 3. CONSULTANT SCOPE OF WORK

See Attachment A – Consultant Scope of Work

ARTICLE 4. COMPENSATION

- 4.1 The County shall compensate the Consultant at a negotiated fee per project/task that is determined and authorized in advance of such work being performed based on a time and materials basis that will utilize the Consultant's fee schedule (Appendix B, Fee Schedule) and as presented on itemized invoices. Each work order shall identify specific work required, designate the method of compensation and shall be approved by the County. Invoices shall be submitted once monthly on on-going projects or upon satisfactory completion of a work phase.
- 4.2 Consultant shall include in his invoice a description of work accomplished per each individual project assigned, and itemize such work accomplished to include labor hours per classification of employees performing the work, travel costs, tests performed, incidental costs and reimbursable costs (per fee schedule as shown in Appendix B, Fee Schedule).
- 4.3 Maximum compensation under this Contract shall not exceed \$250,000 per year or \$750,000 in the aggregate for the term of the Contract.
- 4.4 **Consultant acknowledges that this Contract is for on-call services and that the Consultant serves at the pleasure of the County. Therefore, the Consultant is not guaranteed or implied to receive any minimum amount of work or compensation as a result of this Contract.**

ARTICLE 5. RECORDS

All records relating to the Consultant's personnel, sub-consultants, and expenses, pertaining to any specific project shall be kept in a generally acceptable accounting format and shall be available to the County upon request. Documents arising from those projects that are funded from State or Federal sources, shall be kept for the minimal time required by those agencies.

ARTICLE 6. COUNTY RESPONSIBILITIES

The County is responsible to the extent reasonably possible to provide the following:

- 6.1 Project Budget and information relating to facility requirements, and Project scheduling.
- 6.2 Access to sites for the purpose of gathering or collecting data, performing tests or inspections.
- 6.3 Existing maps, boundaries, facility plans, operational or previous project reports, blank forms, and any other available documents or items required by Consultant for the satisfactory performance under this Contract that may be available.
- 6.4 Notify the Consultant in writing of County procedures required and name the County representative authorized to act in its behalf. The County shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- 6.5 Nothing in this Contract nor any act or failure to act on the part of the County shall be construed as a waiver of claim by the County for any defects or deficiencies in the reports or interpretative conclusions drawn by tests or observations conducted and performed by Consultant. Consultant is responsible to determine the accuracy of all documents used and incorporated into his work.

ARTICLE 7. NOT USED

ARTICLE 8. TERM OF CONTRACT

The term of this Contract shall be for three (3) years from the Board approval date. A Contract amendment authorized by the Board and approved by Consultant may extend the Contract for up to two (2) additional years in one-year increments. Total Contract life shall not exceed five (5) years.

ARTICLE 9. DOCUMENTS

All plans, reports and other documents prepared by Consultant shall become and remain the property of the County. The Consultant and County shall retain reproducible copies of all documents, including those documents that may be on electronic media in which case a good copy shall be furnished by Consultant of one or more disks on either CD-Rom or 3-1/2 inch IBM format disc. Drawings shall be in a format equivalent to a minimum of Auto Cad version 2000 and documents shall be either in a rich-text format, or Microsoft Word, and/or Microsoft Excel, version 1997 or later.

ARTICLE 10. TERMINATION OR SUSPENSION OF CONTRACT

- 10.1 County reserves and has the right and privilege of canceling, terminating, suspending or abandoning the Contract or the execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Consultant may terminate this Contract upon 30 days written notice to County, should the County substantially fail to perform in accordance with its responsibilities.
- 10.2 In the event of any termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the County, become the property of the County.
- 10.3 In the event of any termination, County shall pay to Consultant as full payment for all services performed and all expenses incurred under this Contract the sum due and payable, plus a pro-rata

portion of the next uncompleted phase, if any, as the services actually rendered by the Consultant bear to the total services necessary for the full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress to complete any incomplete documents, whether delivered to County or in possession of Consultant.

- 10.4 If, after payment of the amount required to be paid following the termination of the Contract, County should decide to complete the original Project, (or substantially the same Project), County shall have the right of utilization of any original maps, calculations, data, analysis, recommendations or other documents and research data prepared under this Contract by Consultant who shall make them available to County. The County agrees to credit Consultant with such authorship as may be due him, but is not required to renew the Contract or award additional compensation.
- 10.5 Should the County choose to complete the Project and not renew the Contract, or make future modifications to documents as prepared by Consultant, the Consultant shall be indemnified to the fullest extent of the Law. It is understood that some Consultant's recommendations of construction processes that may be presented in reports can only be certified if Consultant physically observes those certain procedures. Without such representation, certifications may not be issued.

ARTICLE 11. INDEMNIFICATION

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Consultant's negligent acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE 12. INSURANCE

- 12.1 Insurance: Without in anyway affecting the indemnity herein provided and in addition thereto the Consultant shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Contract.
 - 1) If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.
 - 2) With respect to consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
 - b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned

vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for errors and omissions and \$3,000,000 in the aggregate. **OR** - **Professional Liability Insurance** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

- 12.2 Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- 12.3 Waiver of Subrogation Rights - Except for the Errors and Omissions Liability and Professional Liability, Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 12.4 Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 12.5 Proof of Coverage - Consultant shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Consultant shall furnish certified copies of the policies and all endorsements.
- 12.6 Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 13. SUCCESSORS AND ASSIGNS

- 13.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.
- 13.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.
- 13.3 **Death or Incapacity:** If the Consultant transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and County shall pay him or his estate the compensation payable under Article 4, Compensation, for any services rendered prior to such

termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County be reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, the County will make payment to those continuing as though there had been no such death or incapacity and the County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

ARTICLE 14. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, or by facsimile, or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

Consultant's address: As shown on page one of this Contract.

County's address: Architecture & Engineering Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0184

ARTICLE 15. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participates in the funding of this Project, the Consultant shall permit access to and grant the right to examine its books covering its work under this Contract. Consultant shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 16. NONDISCRIMINATION

In connection with the performance of Consultant pursuant to this Contract, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Consultant will take action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 17. WAIVER

Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant, and County may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due County from Consultant is

determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 18. REPRESENTATIVES OF COUNTY

The Director of the Architecture & Engineering Department shall represent the County in all matters pertaining to the services to be rendered under this Contract including termination of this Contract and shall be the final authority in all matters pertaining to the Project.

ARTICLE 19. ERRORS, OMISSIONS AND/OR CONFLICTS

Consultant shall be responsible for the integrity of all consultant's work product, recommendations and reports and should County suffer damages due to errors, omissions and/or conflicts within the Consultant's work product, recommendations and reports, the Consultant shall be responsible to County for costs of all such damages caused by acts of negligence on the part of the Consultant.

ARTICLE 20. INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Contract, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract.

ARTICLE 21. FORMER COUNTY OFFICIALS

Consultant agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

ARTICLE 22. INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this Contract, the County determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

ARTICLE 23. CONFLICT OF INTEREST

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or

give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, the County may disallow any increase in costs associated with the conflict of interest situation, and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

ARTICLE 24. IMPROPER CONSIDERATION

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

ARTICLE 25. VENUE

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

ARTICLE 26. ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the County, including such costs and attorneys' fees payable under Article 11, INDEMNIFICATION.

ARTICLE 27. JURY TRIAL WAIVER

Consultant and County hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against County or County against Consultant on any matter whatsoever arising out of, or in any way connected with, this Contract, the relationship of Consultant and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

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ARTICLE 28. LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Board and the Consultant have caused this Contract to be subscribed by their duly authorized officers on their behalf.

COUNTY OF SAN BERNARDINO

By _____
 Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
 DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIRMAN OF THE BOARD
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By _____
 Deputy

 Harris & Associates
 (Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name _____
 Byron G. Tobey, Jr., P.E.
 (Print or type name of person signing contract)

Title _____
 Vice-President
 (Print or Type)

Dated: _____

Address _____
 17140 Bernardo Center Dr., Ste. 212
 San Diego, CA 92128-2093

Approved as to Legal Form

 County Counsel
 Date _____

Reviewed by Contract Compliance

 Date _____

Presented to BOS for Signature

 Department Head
 Date _____

Appendix A, Consultant Scope of Work

The Consultant(s) will perform services, provide resources and materials customarily and typically rendered in the field of project and construction management to accomplish all such tasks necessary as assigned including, but not limited to, the following:

Project Assessment and Definition:

- a. Meet with County/Department Staff to outline and define a specific project or multiple projects.
- b. Perform a comprehensive needs assessment / analysis that establishes and justifies a proposed project or scope.
- c. Identify preliminary project budgets and costs.
- d. Recommend proper solutions as to the best use of consultants or sub-consultants (New RFP vs. Existing On-Call Services) based on cost, time and other factors.
- e. Determine best and most economical method(s) of implementing a project; offer recommendations.
- f. Establish preliminary schedule, identify critical path and project scope timelines.
- g. Determine overall project feasibility and offer alternate recommendations (if any).
- h. Identify and outline preliminary specific tasks and who the tasks belong to, to initiate a project.

Prepare and Provide Detailed Project Budgets and Cost Analysis.

- a. Utilize effective and current cost estimating guides (Means Cost Works, ACE Guide to Construction Costs, etc.)
- b. Prepare overall project budgets on forms required for outside funding source applications.
- c. Identify contingency and project management costs and any other costs as may be required for the successful completion of a project.
- d. Provide change order, contract amendment, and benefit to cost ratio analysis when necessary.
- e. Provide project design cost estimates.
- f. Provide construction cost estimates.

Provide Complete Project Scheduling:

- a. Develop and maintain a comprehensive and realistic project schedule utilizing the Critical Path Method (Microsoft Project Management) identifying all necessary tasks and timelines of anticipated accomplishment. Update schedule frequently as required by department.
- b. Provide necessary Gantt Charts, or other similar graphics that present and outline project progress/tracking.
- c. The Schedule should include the Master Project Schedule, Planning, Design Development, Construction Schedule, Contract Schedule, any short interval scheduling, Close-Out Schedule and any other that will help to enhance the project's ability to be delivered on time.

Perform Constructability Reviews:

- a. Perform Site Visits as required to gain knowledge and understanding of project site constraints.
- b. Review plans, specifications and make determinations based on site and plan consistency, utilization of consistent construction methodology, terminology, technology and applicable code impacts (if any).
- c. Identify project-specific issues, consequences, and recommend mitigation measures.
- d. Identify and report on the proper and adequate use of construction standards, their enforceability, and the comprehensiveness of the general conditions.
- e. Determine and report on the completeness, applicability, consistency and clarity of all project construction documents.

- f. Prepare and perform Value Engineering analysis and comment on Project's use or lack of use with regards to overall Value. Make recommendations as necessary.

Provide Construction Management Support:

- a. Prepare, cause to be prepared or assist in the preparation of construction bid documents on Department supplied boilerplate.
- b. Prepare or assist in the preparation of pre-bid items such as addendums, bid documents, coordinate bid document changes, coordinate and distribute responses to Requests for Information (RFI's), conduct and schedule pre-proposal conferences and/or pre-bid job walks.
- c. Conduct solicitation for bids, Request for Proposals, Request for Qualifications, Request for Quotations, etc. as necessary and directed.
- d. Conduct, recommend and/or assist in the performance of selection of professional service consultants i.e. engineers, architects, and/or other consultants as required and dictated by the project or Department staff.
- e. Determine and establish construction phasing, insure and verify that contractor's schedule is realistic and insure that general contractor's and/or sub-contractors comply with established schedules.
- f. Prepare or assist in the preparation of contracts, agreements, Board Agenda Items, Change Orders, Contract Amendments, and any other such document as directed by Department.
- g. Perform quality assurance and implement quality control measures with regards to the project.
- h. Coordinate, schedule and implement through appropriate agencies and personnel the performance of inspections for the project whether code compliance, quality control or special inspection.
- i. Coordinate, schedule, implement and insure through appropriate firms, agencies and personnel that the required performance of material testing, analysis, sampling or inspection occurs as required.
- j. Determine, identify, validate, report and assist with contract change orders, construction delays, errors and omissions, and any project detriments that would negatively affect the project, project's budget and/or project outcome.
- k. Prepare and maintain those documents and records necessary for effective project management on media as directed by the County.
- l. Coordinate, distribute and track all material submittal reviews and route to appropriate consultant or individual for appropriate approvals.
- m. Insure and review that County hired contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as required for a complete and successful project.
- n. Assist / perform project close-out, establish punch-lists, deliver maintenance bonds and/or manufacturer warranties, start-up directions, insure that all items are satisfactorily completed and aid with occupancy transition.
- o. Perform any post-completion project analysis and reporting necessary and as required.
- p. Perform as Legal Expert Witness for the project as required, warranted and requested.

Other Services as Necessary

Provide other incidental project management services as requested and directed by the County and as mutually agreed upon by Consultant and County, which may have not been specifically identified herein.

Appendix B

Fee Schedule Harris & Associates

RANGE OF HOURLY RATES: ALL EMPLOYEES

Effective January 1 - December 31, 2006*

CONSTRUCTION / PROGRAM MANAGEMENT

HOURLY RATE

Project Director	\$170-240
Project Managers	140-195
Construction Managers	120-175
Resident Engineers	120-175
Construction Engineers	95-145
Scheduling Engineers	105-155
Cost Engineers	105-150
Inspectors	90-115
Technicians	75-100
Administration	60-85

ENGINEERING DESIGN AND PUBLIC WORKS SERVICES GROUPS

HOURLY RATE

Project Directors	\$170-240
Project Managers	110-180
Project Engineers	80-150
Technical Support	65-85
Administration	60-85

*Notes:

1. These individuals include professionals and support personnel who might work on Harris projects. Support personnel include technicians and administrative staff.
2. Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective and apply to this contract on January 1, 2007.
3. Unless otherwise indicated in the agreement, hourly rates include most direct costs such as vehicle usage and mileage, equipment usage (including computer and telephone), and printing and copying (except large quantities such as construction documents for bidding purposes).
4. Billing rates for independent contractors and hourly employees are determined on a case-by-case basis.